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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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| RICHARD AND SYLVIA TOBING,<br><br>Plaintiffs,<br><br>v.<br><br>PARKER McCAY, P.A. , WILLIAMS, CALIRI MILLER & OTLEY, P.C., RUSHMORE LOAN MANAGEMENT SERVICES, LLC, FEDERAL HOME LOAN MORTGAGE CORPORATION, WILMINGTON SAVINGS FUND SOCIETY, FSB d/b/a CHRISTIANA TRUST, and PRETIUM MORTGAGE ACQUISITION TRUST,<br><br>Defendants. | CIVIL ACTION NO.:<br><br>**COMPLAINT AND DEMAND FOR TRIAL BY JURY** |

Richard and Sylvia Tobing, through the undersigned attorneys, allege the following by way of complaint against Parker McCay, P.A. ("Parker McCay"), Williams, Caliri, Miller & Otley, P.C. ("Williams Caliri"), Rushmore Loan Management Services, LLC ("Rushmore"), Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust ("Wilmington"), and Pretium Mortgage Acquisition Trust ("Pretium") (collectively, "Defendants").

1. Plaintiffs' complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA").

## JURISDICTION AND VENUE

2. Jurisdiction over this action arises pursuant to 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before "any appropriate United States district court without regard to the amount in controversy." 28 U.S.C. § 1331 grants this court original jurisdiction over all civil actions arising under the laws of the United States, and 28 U.S.C. § 1367 grants this Court supplemental jurisdiction over any state law claims.

3. Defendants conduct business in the State of New Jersey, and attempted to collect the debt involved in this action within the state; therefore, the Court has personal jurisdiction over them.

4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

## PARTIES

5. Plaintiffs are natural persons who reside at 78 Mill Pond Road, Jackson, NJ 08527.

6. Plaintiffs are "consumers" as that term is defined by 15 U.S.C. § 1692a(3), or in the alternative are non-debtors granted a cause of action under the FDCPA.

7. Defendant Parker McCay is a law firm with its principal office located at 9000 Midlantic Drive, Mount Laurel, NJ 08054. It is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6). As alleged below, Parker MacCay wrongfully engaged in numerous acts in New Jersey in an attempt to collect a purported debt from plaintiffs.

8. Defendant Williams Caliri is a law firm with its principal office located at 1680 Route 23, Wayne, NJ 07470. It is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6). As alleged below, Williams Caliri wrongfully engaged in numerous acts in New Jersey in an attempt to collect a purported debt from plaintiffs.

9. Defendant Federal Home Loan Mortgage Corporation ("Freddie Mac") is a public government-sponsored enterprise which buys mortgages on the secondary market, with a mailing address of 8200 Jones Branch Drive McLean, VA 22102-3110. It is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6). As alleged below, Freddie Mac wrongfully engaged in numerous acts in New Jersey in an attempt to collect a purported debt from plaintiffs.

10. Rushmore is a loan servicing company whose mailing office is 15480 Laguna Canyon Road, Suite 100, Irving, CA 92618. It is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6). As alleged below, Rushmore wrongfully engaged in numerous acts in New Jersey in an attempt to collect a purported debt from plaintiffs.

11. Wilmington is engaged in business as an asset management company with its principal office located at 501 Carr Road Wilmington, DE 19809. It is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6). As alleged below, Wilmington wrongfully engaged in numerous acts in New Jersey in an attempt to collect a purported debt from plaintiffs.

12. Pretium is engaged in business as an investment management company with an office at 40 West 57th Street, 15th Floor, New York, NY 10019. It is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6). As alleged below, Pretium wrongfully engaged in numerous acts in New Jersey in an attempt to collect a purported debt from plaintiffs.

13. Defendants acted through their agents, employees, officers, members, directors, attorneys, paralegals and others.

## FACTUAL ALLEGATIONS

14 In October of 2003 plaintiffs purchased a home located at 78 Mill Pond Road, Jackson, New Jersey (the "home").

15. To purchase the home, plaintiffs obtained mortgage financing from Countrywide Bank, FSB. In connection therewith, they executed a mortgage and note.

16. On or about December 22, 2008, Countrywide Bank FSB assigned the mortgage and note to Countrywide Home Loans Servicing, LP. Thereafter, BOA became a successor by merger to BAC Home Loans Servicing, LP, f/k/a Countrywide Home Loans Servicing, LP.

17. On or about May 27, 2014, BOA assigned the mortgage and note to Freddie Mac.

18. On October 3, 2014, Freddie Mac filed a foreclosure complaint against plaintiffs in the Superior Court of New Jersey.

19. On or about August 17, 2015, Freddie Mac purported to assign the mortgage and note to BOA. The original mortgage assignment was dated on or about August 17, 2015, which was the effective, legal date of the assignment, but at some point it was "backdated" in an after-the-fact attempt to make it effective as of June 1, 2015. On or about June 15, 2015, BOA purported to assign the mortgage and note to Pretium at a time when it had no right in and to the mortgage and note, because the mortgage and note was not legally assigned to BOA until on or about August 17, 2015 and any attempt to backdate and make the assignment effective as of June 1, 2015 was invalid and without legal effect.

20. On or about October 8, 2015, Pretium purported to assign the mortgage and note to Wilmington, as Trustee for Pretium.

21. On June 21, 2016, Freddie Mac, assisted by its attorneys Parker MacCay and Williams Caliri, filed a motion to strike plaintiffs' answer in the foreclosure action (the "Motion"). In connection with this Motion, Freddie Mac, Parker MacCay and Williams Caliri represented that (i) Wilmington should be substituted as plaintiff in the foreclosure action, as

rights in and to the mortgage and note had been assigned to it, and (ii) Wilmington had in its possession the original mortgage note.

22. Although Freddie Mac could not have properly pursued a mortgage foreclosure action against plaintiffs through June of 2016 without possessing the original promissory note, Kevin Elliott, senior vice president of Rushmore—the servicing agent of Wilmington—certified on June 17, 2016 in support of the Motion that the original mortgage note was in the possession of Wilmington **since March 19, 2015**. *See* Elliott Certification at para. 15, annexed as **Exhibit A**. On April 2, 2015, however, BOA, as loan servicer for Freddie Mac, falsely certified in answers to interrogatories that Freddie Mac or its authorized agent had possession of the original mortgage note. *See* Relevant Portions of Interrogatory Answers, annexed as **Exhibit B**.

23. On or about May 20, 2016, plaintiffs inspected what purported to be the original note and mortgage at the office of Parker McCay, counsel to Freddie Mac. They obviously could not have done so if, as certified to by Mr. Elliott, the original note was held by Wilmington since March 29, 2015.

24. Within the past year (and prior thereto) Freddie Mac, Parker MacCay and Williams Caliri sought to collect on the mortgage debt even though there was no right to do so, because Freddie Mac did not possess the original mortgage note. They falsely represented in certified answers to interrogatories and otherwise that Freddie Mac was in possession of the original. They falsely failed to disclose that Freddie Mac did not have the original.

25. In June of 2016 Wilmington, assisted by Parker MacCay and Williams Caliri, sought to be substituted as plaintiff in the mortgage foreclosure action to collect on a debt purportedly owed by plaintiffs. In connection therewith, Wilmington, Parker MacCay and Williams Caliri falsely represented that Wilmington had a right to substitute in as plaintiff so

when in fact it had no such right, because the note and mortgage had not been validly assigned to Wilmington. The note and mortgage purport to have been assigned to it by Pretium on October 8, 2015, but Pretium had no rights to assign. Although Pretium purports to have received an assignment of the note and mortgage from BOA on June 15, 2015, on that date BOA had no rights in and to the mortgage and note; Freddie Mac only purported to assign the mortgage and note to BOA on August 17, 2015, and any attempt to backdate the assignment and make it effective June 1, 2015 was ineffectual and legally without effect. Because Pretium never validly obtained rights to the mortgage and note from BOA, the purported assignment from Pretium to Wilmington on October 8, 2015 was ineffectual.

26. All efforts of Pretium to collect on the mortgage and note within the last year (and prior thereto) were false, misleading and fraudulent, because the mortgage and note had not been validly assigned to Pretium.

27. All efforts of Wilmington to collect on the mortgage and note within the last year (and prior thereto) have been false, misleading and fraudulent, because the mortgage and note had not been validly assigned to Wilmington.

28. All efforts of Rushmore to collect on the mortgage and note within the last year (and prior thereto) on behalf of Wilmington were false, misleading and fraudulent because the mortgage and note had not been validly assigned to Wilmington. For example, in June of 2016 Rushmore sent plaintiffs a mortgage statement demanding payment of $337,875.28 on behalf of Wilmington. *See* Mortgage Statement, annexed as **Exhibit C**. At the time Rushmore sent this letter, plaintiffs were not indebted to Wilmington.

29. All efforts of Freddie Mac, Parker MacCay and Williams Caliri to collect on the mortgage and note until the substitution of Wilmington as plaintiff in the foreclosure action in

June of 2016 (and prior thereto) were false, misleading and fraudulent, including the filing of the Motion, because Freddie Mac did not possess the original mortgage note.

30. All efforts of Freddie Mac, Parker MacCay and Williams Caliri to collect on the mortgage subsequent to August 17, 2015, including pursuing the mortgage foreclosure action, were false, misleading and fraudulent because Freddie Mac purported to have assigned its right to the mortgage and note to BOA on August 17, 2015. Hence, since August 17, 2015 Freddie Mac, Parker MacCay and Williams Caliri have been seeking to collect a debt that no longer was owed it to Freddie Mac. From August 17, 2015, when Freddie Mac purports to have assigned the note and mortgage to BOA, through the filing of the Motion on June 21, 2016, Freddie Mac, Parker MacCay and Williams Caliri never disclosed that Freddie Mac no longer had rights in and to the note and mortgage, falsely misrepresented to plaintiffs, the Court and others that Freddie Mac was a proper plaintiff, and falsely failed to disclose that Freddie Mac was not a proper plaintiff.

**FIRST CAUSE OF ACTION**
**(VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT)**

31. Section 1692d of the FDCPA prohibits debt collectors from engaging in any conduct the natural consequence of which is to harass, oppress or abuse any person in connection with the collection of a debt.

32. The continuation of the foreclosure action by Freddie Mac against plaintiffs after it assigned its rights to the note and mortgage to BOA on August 17, 2015, constituted harassment and abuse by Freddie Mac.

33. The continuation by Parker Mackay and Williams Caliri of the foreclosure action against plaintiffs on behalf of Freddie Mac after it assigned its rights to the note and mortgage to

BOA on August 17, 2015, constituted harassment and abuse by Parker MacCay and Williams Caliri.

34. Given that Freddie Mac had no right to collect on the mortgage and note given that it did not possess the original mortgage note, its efforts and those of Parker MacCay and Williams Caliri to collect on the note and mortgage, including the filing of the Motion, constituted harassment and abuse.

35. Given that Pretium did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage constituted harassment and abuse.

36. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage, including its seeking to be substituted as plaintiff in connection with the Motion, constituted harassment and abuse.

37. Given that Wilmington did not hold a valid assignment of the mortgage and note, the filing of the Motion by Parker Mackay to assist Wilmington in efforts to collect on the note and mortgage by seeking to substitute it as plaintiff in the mortgage foreclosure action, constituted harassment and abuse.

38. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by its service provider, Rushmore, to collect on the note and mortgage constituted harassment and abuse.

39. Defendants Freddie Mac, Parker MacKay, Williams Caliri, Wilmington and Rushmore violated Section 1692e of the FDCA when they sought to collect on the mortgage and note without any right to do so.

**SECOND CAUSE OF ACTION**
**(VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT)**

40. Plaintiffs repeat all prior allegations as if set forth herein.

41. Section 1692e of the FDCPA prohibits debt collectors from making false or misleading representations or deceptive means to collect a debt or to obtain information from a consumer.

42. The continuation of the foreclosure action by Freddie Mac, Parker MacCay and Williams Caliri against plaintiffs after Freddie Mac assigned its rights to the note and mortgage to BOA on August 17, 2015, constituted the collection of a debt by false or misleading representations or deceptive means.

43. Given that Freddie Mac had no right to collect on the mortgage and note given that it did not possess the original mortgage note, its efforts and those of Parker MacCay and Williams Caliri to collect on the note and mortgage, including the filing of the Motion, constituted the collection of a debt by false or misleading representations or deceptive means.

44. Given that Freddie Mac had no right to collect on the mortgage and note given that it did not possess the original mortgage note, efforts by Parker Mackay and Williams Caliri to collect on the note and mortgage on its behalf, including the filing of the Motion, constituted the collection of a debt by false or misleading representations or deceptive means.

45. Given that Pretium did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage constituted the collection of a debt by false or misleading representations or deceptive means.

46. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage, including its seeking to be substituted as plaintiff in connection with the Motion, constituted the collection of a debt by false or misleading representations or deceptive means.

47. Given that Wilmington did not hold a valid assignment of the mortgage and note, the filing of the Motion by Parker Mackay to assist Wilmington in efforts to collect on the note and mortgage by seeking to substitute it as plaintiff in the mortgage foreclosure action, constituted the collection of a debt by false or misleading representations or deceptive means.

48. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by its service provider, Rushmore, to collect on the note and mortgage constituted the collection of a debt by false or misleading representations or deceptive means.

49. Defendants Freddie Mac, Parker MacKay, Williams Caliri, Pretium, Wilmington and Rushmore violated Section 1692e of the FDCA when they sought to collect on the mortgage and note through false or misleading representations or deceptive means.

**THIRD CAUSE OF ACTION**
**(VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT)**

50. Plaintiffs repeat all prior allegations as if set forth herein.

51. Section 1692e(10) of the FDCPA prohibits debt collectors from using false representations or deceptive means to collect a debt or to obtain information from a consumer.

52. The continuation of the foreclosure action by Freddie Mac against plaintiffs after it assigned its rights to the note and mortgage to BOA on August 17, 2015, constituted the collection of a debt by using false representations or deceptive means.

53. The continuation by Parker Mackay and Williams Caliri of the foreclosure action against plaintiffs on behalf of Freddie Mac after it assigned its rights to the note and mortgage to BOA on August 17, 2015, constituted the collection of a debt by using false representations or deceptive means.

54. Given that Freddie Mac had no right to collect on the mortgage and note given that it did not possess the original mortgage note, its efforts and those of Parker MacCay and

Williams Caliri to collect on the note and mortgage, including the filing of the Motion, constituted the collection of a debt by using false representations or deceptive means.

55. Given that Pretium did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage constituted the collection of a debt by using false representations or deceptive means.

56. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage, including its seeking to be substituted as plaintiff in connection with the Motion, constituted the collection of a debt by using false representations or deceptive means.

57. Given that Wilmington did not hold a valid assignment of the mortgage and note, the filing of the Motion by Parker Mackay to assist Wilmington in efforts to collect on the note and mortgage by seeking to substitute it as plaintiff in the mortgage foreclosure action, constituted the collection of a debt by using false representations or deceptive means.

58. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by its service provider, Rushmore, to collect on the note and mortgage constituted the collection of a debt by using false representations or deceptive means.

59. Defendants Freddie Mac, Parker MacKay, Williams Caliri, Pretium, Wilmington and Rushmore violated Section 1692e(10) of the FDCA when they sought to collect on the mortgage and note by using false representations or deceptive means.

**FOURTH CAUSE OF ACTION**
**(VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT)**

60. Plaintiffs repeat all prior allegations as if set forth herein.

61. Section 1692f of the FDCPA prohibits debt collectors from using unfair or unconscionable means to collect or attempt to collect an alleged debt.

62. The continuation of the foreclosure action by Freddie Mac against plaintiffs after it assigned its rights to the note and mortgage to BOA on August 17, 2015, constituted the collection of a debt by using unfair or unconscionable means.

63. The continuation by Parker Mackay and Williams Caliri of the foreclosure action against plaintiffs on behalf of Freddie Mac after it assigned its rights to the note and mortgage to BOA on August 17, 2015, constituted the collection of a debt using unfair or unconscionable means.

64. Given that Freddie Mac had no right to collect on the mortgage and note given that it did not possess the original mortgage note, its efforts and those of Parker MacCay and Williams Caliri to collect on the note and mortgage, including the filing of the Motion, constituted harassment and abuse constituted the collection of a debt by using unfair or unconscionable means.

65. Given that Pretium did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage constituted the collection of a debt by using unfair or unconscionable means.

66. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by it to collect on the note and mortgage, including its seeking to be substituted as plaintiff in connection with the Motion, constituted the collection of a debt by using unfair or unconscionable means.

67. Given that Wilmington did not hold a valid assignment of the mortgage and note, the filing of the Motion by Parker Mackay to assist Wilmington in efforts to collect on the note and mortgage by seeking to substitute it as plaintiff in the mortgage foreclosure action, constituted the collection of a debt by using unfair or unconscionable means.

68. Given that Wilmington did not hold a valid assignment of the mortgage and note, efforts by its service provider, Rushmore, to collect on the note and mortgage constituted the collection of a debt by using unfair or unconscionable means.

69. Defendants Freddie Mac, Parker MacKay, Williams Caliri, Pretium, Wilmington and Rushmore violated Section 1692e(10) of the FDCA when they sought to collect on the mortgage and note by using unfair or unconscionable means.

**FIFTH CAUSE OF ACTION**
**(VIOLATION OF CONSUMER FRAUD ACT)**

70. Plaintiff repeats the foregoing allegations as if set forth at length.

71. Plaintiffs are "persons" as that term is defined by New Jersey's Consumer Fraud Act ("CFA") by N.J.S.A. 56:8-1(d).

72. Each of the Defendants is a "person" as defined by N.J.S.A. 56:8-1(d) upon whom liability is imposed under the CFA.

73. An "unlawful practice" is defined by N.J.S.A. 56:8-2 as the "use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretence, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby."

74. Defendants engaged in unlawful and unconscionable commercial practices, false promises, misrepresentations and the knowing omission of material facts in violation of the CFA in that in attempting to collect upon a debt they falsely represented that a debt was owed, falsely

represented that they had a legal right to collect upon the debt, and falsely and misleadingly failed to disclose material facts.

75. Each unconscionable commercial practice engaged in by Defendants constitutes a separate violation of the CFA.

76. Plaintiffs were directly damaged by defendants' violations of the CFA.

77. Pursuant to N.J.S.A. 56:8-2.11 and 2.12, as well as N.J.S.A. 56:8-19, Defendants are liable to plaintiffs for treble the amount of damages incurred by plaintiffs as a result of Defendants' unlawful practices. Pursuant to N.J.S.A. 56:8-19 Defendants are also liable for reasonable attorneys' fees, filing fees and costs.

**WHEREFORE**, plaintiffs demand judgment against Defendants, jointly and severally, as follows:

(a) All actual damages suffered pursuant to 15 U.S.C. § 1692k(a)(1) including, but not limited to, any loss of their home and the equity therein.

(b) Statutory damages of $1,000 for the violation of the FDCPA pursuant to 15 U.S.C. § 1692k(a)(2)(A).

(c) All reasonable attorneys' fees, witness fees, court costs and other litigation costs incurred by plaintiffs pursuant to 15 U.S.C. § 1603k(a)(3).

(d) Treble damages plus attorneys' fees and costs pursuant to N.J.S.A. 56:8-2.11 and 2.12, N.J.S.A. 56:8-19, and N.J.S.A. 56:8-19.

(e) Punitive damages.

(f) Any other relief deemed appropriate by the Court.

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Attorneys for Plaintiffs

BY:s/Philip L. Guarino

Dated: January 24, 2017

**DEMAND FOR TRIAL BY JURY**

The undersigned demands a trial by jury of all issues so triable.

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BY:s/Philip L. Guarino

Dated: January 24, 2017

**CERTIFICATION PURSUANT TO L. CIV. R. 11.2**

I hereby certify pursuant to Local Civil Rule 11.2 that this matter in controversy is not subject to any other action pending in any Court, arbitration or administrative proceeding except that I note that a Foreclosure Action involving plaintiffs in this action as defendants is pending in the Superior Court of New Jersey, Ocean County, Docket No. F-041681-14.

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BY:s/Philip L. Guarino

January 24, 2017

# EXHIBIT A

File No. 14942-15-17209
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| Federal Home Loan Mortgage Corporation ("Freddie Mac"), a corporation organized and existing under the laws of the United States of America<br><br>Plaintiff,<br><br>v.<br><br>Sylvia Gonzalez Tobing, et al.<br><br>Defendant(s). | SUPERIOR COURT OF NEW JERSEY<br>CHANCERY DIVISION<br>OCEAN COUNTY<br>DOCKET NO. F-041681-14<br>CIVIL ACTION<br><br>**CERTIFICATION OF PLAINTIFF IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** |

Kevin Elliott (name) of full age, hereby certifies as follows:

1. I am Senior Vice Presdient of Rushmore Loan Management Services, LLC, loan servicing agent Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust ("Rushmore"). I have personal knowledge of the subject mortgage account and I am fully qualified and authorized to make this Certification on behalf of the Plaintiff. In the regular performance of my job functions, I am familiar with business records maintained by Rushmore, a corporation organized and existing under the laws of the United States of America for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with

Parker McCay
P.A.LAW OFFICE

knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Rushmore. In connection with making this affidavit, I have personally examined these business records reflecting data and information.

2. On October 30, 2007, Sylvia Gonzalez Tobing executed a Note in favor of Countrywide Bank, FSB, in the sum of $417,000.00 (the "Note"). A true and correct copy of said Note is attached hereto and incorporated herein as Exhibit "A".

3. To secure repayment of the Note, Sylvia Gonzalez Tobing and Richard Robing (the "Defendants") executed a Mortgage in favor of Countrywide Bank, FSB, for property commonly known as 78 Mill Pond Road, Jackson, NJ 08527. Said Mortgage was recorded in the Office of the Clerk of Ocean County on November 28, 2007 in Mortgage Book 13848, Page 1837, (the "Mortgage"). A true and correct copy of said Mortgage is attached hereto and incorporated herein as Exhibit "B".

4. By Assignment of Mortgage dated December 22, 2008, Countrywide Bank, FSB assigned all of its right, title and interest in and to the aforesaid Mortgage to Countrywide Home Loans Servicing, LP. Said Assignment was duly recorded in the Office of the Clerk of Ocean County on January 6, 2009 in Assignment Book 14182, Page 1672. Bank of America, N.A., is the successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP. A true and correct copy of said Assignment of Mortgage is attached hereto and incorporated herein as Exhibit "C".

5. By Assignment of Mortgage dated May 27, 2014, Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP assigned all of its right, title and interest in and to the aforesaid Mortgage to Federal Home Loan Mortgage Corporation. Said Assignment was duly recorded in the Office

of the Clerk of Ocean County on June 9, 2014 in Assignment Book 15822, Page 628. A true and correct copy of said Assignment of Mortgage is attached hereto and incorporated herein as Exhibit "D".

6. By Assignment of Mortgage dated August 17, 2015, Federal Home Loan Mortgage Corporation assigned all of its right, title and interest in and to the aforesaid Mortgage to Bank of America, N.A. Said Assignment has been sent for recording. A true and correct copy of said Assignment of Mortgage is attached hereto and incorporated herein as Exhibit "E".

7. By Assignment of Mortgage dated June 15, 2015, Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing LP assigned all of its right, title and interest in and to the aforesaid Mortgage to Pretium Mortgage Credit Partners I Loan Acquisition, LP. Said Assignment has been sent for recording. A true and correct copy of said Assignment of Mortgage is attached hereto and incorporated herein as Exhibit "F".

8. By Assignment of Mortgage dated October 8, 2015, Pretium Mortgage Credit Partners I Loan Acquisition, LP assigned all of its right, title and interest in and to the aforesaid Mortgage to Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust. Said Assignment has been sent for recording. A true and correct copy of said Assignment of Mortgage is attached hereto and incorporated herein as Exhibit "G".

9. Plaintiff hereby requests that Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust be

substituted as Plaintiff herein as it is the holder of the Note and assignee of the Mortgage and entitled to continue this action.

10. On September 1, 2008, the requisite monthly mortgage payment was not tendered by the Defendants, which constituted a Default under the Note and Mortgage.

11. The Defendants have failed to cure said default.

12. Plaintiff sent Notices of Intent to Foreclose ("NOIs") to the Defendants as required under the New Jersey Fair Foreclosure Act. True and correct copies of the NOIs are attached hereto and incorporated herein as Exhibit "H".

13. Plaintiff filed a Foreclosure Complaint against the Defendants on October 3, 2014. A true and correct copy of the Complaint is attached hereto and incorporated herein as Exhibit "I."

14. Defendants filed an Answer to Plaintiff's Complaint on November 13, 2014 and also filed an Amended Answer on May 21, 2015. A true and correct copy of the Answer is attached hereto and incorporated herein as Exhibit "J" and the Amended Answer is attached hereto and incorporated herein as Exhibit "K".

15. Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust is in possession of the Original Note and has been since 03/19/15.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Rushmore Loan Management Services, LLC, loan servicing agent Wilmington Savings Fund Society, FSB d/b/a Christiana Trust, not individually but as Trustee for Pretium Mortgage Acquisition Trust

By: Kevin Elliott

Name: Kevin Elliott
Title: Senior Vice President

Dated: 6/17/16

# EXHIBIT B

XWZ-182890/bth
ZUCKER, GOLDBERG & ACKERMAN, LLC
Attorneys for Plaintiff
200 Sheffield Street, Suite 101
Mountainside, NJ 07092-0024
1-908-233-8500

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| Federal Home Loan Mortgage Corporation ("Freddie Mac"), a corporation organized and existing under the laws of the United States of America<br>Plaintiff,<br>vs.<br>Sylvia Gonzalez Tobing, et al.<br>Defendant(s) | SUPERIOR COURT OF NEW JERSEY<br>CHANCERY DIVISION<br>OCEAN COUNTY<br><br>DOCKET NO. F-041681-14<br><br>Civil Action<br><br>**PLAINTIFF'S RESPONSE TO DEFENDANT'S INTERROGATORIES** |

To: Nicholas A. Stratton, Esq.
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, NJ 07675

## GENERAL OBJECTIONS

1. Federal Home Loan Mortgage Corporation ("Freddie Mac"), a corporation organized and existing under the laws of the United States of America (hereinafter "Plaintiff"), objects to each Interrogatory to the extent it seeks information or documents protected by the attorney-client privilege, the attorney work product doctrine or any other rule of confidentiality or privilege provided by law.

2. Plaintiff objects to each Interrogatory to the extent that it seeks information or documents prepared, generated or received in anticipation of or after commencement of this action.

ANSWER: Subject to the General Objections and Reservation of Rights incorporated herein, Plaintiff has not retained an expert witness at this time. If an expert witness is retained, the requested information will be provided at that time.

12. As to any expert who prepared a report for you and/or who you may call at trial, state whether that expert relied upon, reviewed or consulted any blueprints, charts, diagrams, drawings, graphs, maps, plans, plates, photographs, models or any other visual reproduction of objects, places, things, or persons involved in this action. If so, for each item, state: (a) Its description; (b) Dates of its making or preparation; (c) What it pertains to; ( d) The reason for its making or preparation; ( e) Its present physical location; (f) Attach all related documents to these answers to interrogatories and identify said documents with the number of this inte1Togatory.

ANSWER: Subject to the General Objections and Reservation of Rights incorporated herein, Plaintiff has not retained an expert witness at this time. If an expert witness is retained, the requested information will be provided at that time.

13. State the name of each and every fact witness Plaintiff may rely upon for the purpose of providing certifications or other testimony during the course of this litigation. As to each fact witness provide their job title, responsibilities, scope of knowledge, term of employment with their current employer, and a description of the information they may be relied upon to provide during litigation.

ANSWER: Subject to the General Objections and Reservation of Rights incorporated herein, Plaintiff has not prepared for trial and does not know the identity of potential trial witnesses at this time. If and when the identity of a trial witness becomes known, Plaintiff reserves the right to supplement this interrogatory.

14. If the party answering these interrogatories has insurance or any other plan which would compensate it for losses relating to the subject matter of this litigation (Including but not limited to Federal Housing Administration, Veterans Administration, and Private Mortgage Insurance) state: (a) The names of the carriers; (b) Date of coverage; ( c) The amount of coverage; ( d) Attach all related documents to these answers to interrogatories and identify said documents with the number of this interrogatory.

ANSWER: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this interrogatory to the extent that this request is overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of relevant evidence.

15. Set forth the full name, current address, and telephone number of every entity who has ever been the: a. Owner; b. Creditor; c. Investor; d. Holder; e. Lender; and / or f. Mortgagee of Defendant's Note and / or Mortgage.

ANSWER: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this interrogatory to the extent that this request is overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of relevant evidence. Notwithstanding, and without waiving said objections, Plaintiff is the current Owner and Holder of the Note and the Mortgagee of the Mortgage.

16. Set forth the full name, current address, and telephone number of the current a. Owner; b. Creditor; c. Investor; d. Holder; e. Lender; and I or f. Mortgagee of Defendant's Note and / or Mortgage.

ANSWER: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this interrogatory to the extent that this request is overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of relevant evidence. Notwithstanding, and without waiving said objections, Plaintiff is the current Owner and Holder of the Note and the Mortgagee of the Mortgage.

17. Set forth the actual location of the physical note at all times from the date it was executed through the date upon which these interrogatories are answered.

ANSWER: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this interrogatory to the extent that this request is overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of relevant evidence.

18. Set forth the precise location of the original Note as of the date the complaint in issue was filed, and as of the date these interrogatories are being answered.

ANSWER: Subject to the General Objections and Reservation of Rights incorporated herein, Plaintiff or Plaintiff's authorized agent has maintained possession of the Note since acquisition.

19. Set forth the full name, current address and telephone number of all persons who drafted, prepared, typed, or otherwise produced or assisted in effectuating a transfer/negotiation of the promissory note the subject of this action.

ANSWER: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this interrogatory to the extent that this request is overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of relevant evidence.

20. If the promissory note that is the subject of this litigation has been indorsed state the following: a. The date upon which the indorsement was made. b. The basis of authority for the individual executing the indorsement to do so. Provide all documents known to exist that verify the authority of the executor to make the indorsement.

ANSWER: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this interrogatory to the extent that this request is vague, ambiguous, overly broad, unduly burdensome, not relevant, and not likely to lead to the discovery of relevant evidence.

burdensome, not relevant and not reasonably calculated to lead to the discovery of relevant evidence.

14. All documents setting forth any servicing agreement between the owner of the promissory note and mortgage and the servicer(s) of the loan that is the subject of this action.

RESPONSE: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this demand to the extent that this request seeks commercially confidential and proprietary information which if disclosed could potentially harm its competitiveness in the industry or reveal trade secrets.

15. All documents setting forth all information contained within any mortgage servicing or accounting computer systems, including but not limited to Alltel or Fidelity CPI systems or any other software, concerning the servicing or sub-servicing of the mortgage loan the subject of this action from inception of the account to the present. a. All documents identifying any descriptions or legends of all codes utilized within any mortgage servicing or accounting system identified within your response to request number "18" above.

RESPONSE: In addition to the General Objections and Reservation of Rights incorporated herein, Plaintiff objects to this demand to the extent that this request is overly broad, unduly burdensome, not relevant and not reasonably calculated to lead to the discovery of relevant evidence.

16. All documents evidencing all payments made by the borrower or any third party on or toward the loan obligation the subject of this action at any time.

RESPONSE: Subject to the General Objections and Reservation of Rights incorporated herein, *see*, copy of Loan Payment History (Exhibit E) produced as part of Plaintiff's Response to Defendant's Request for Production of Documents.

## CERTIFICATION

I hereby certify that I have reviewed the document production request and that I have made or caused to be made a good faith search for documents responsive to the request. I further certify that as of this date, to the best of my knowledge and information, the production is complete and accurate based on my personal knowledge and/or information provided by others. I acknowledge my continuing obligation to make a good faith effort to identify additional documents that are responsive to the request and to promptly serve a supplemental written response and production of such documents, as appropriate, as I become aware of them.

DATED: April 2, 2015

Bank of America, N.A., as servicer for Federal Home Loan Mortgage Corporation ("Freddie Mac"), a corporation organized and existing under the laws of the United States of America

By: Michele C. Sexton

Title: AVP, Operations Team Manager

# EXHIBIT C

**Rushmore Loan Management Services**
PO Box 52708
Irvine, CA 92619

**Visit our website at** www.rushmorelm.com
**Telephone 888-504-6700**

**MORTGAGE STATEMENT**
Statement Date 06/10/2016

12807

Sylvia Gonzalez Tobing
78 Mill Pond Rd
Jackson, NJ 08527-4892

| | |
|---|---|
| Account Number | 7600116831 |
| Payment Due Date | 07/01/2016 |
| **Amount Due(5)** | **$337,875.28** |

If payment is received after 07/16/2016 a $130.08 late fee will be charged

Rushmore Loan Management Services LLC is a Debt Collector, who is attempting to collect a debt. Any information obtained will be used for that purpose. However, if you are in Bankruptcy or received a Bankruptcy Discharge of this debt, this letter is being sent for informational purposes only, is not an attempt to collect a debt and does not constitute a notice of personal liability with respect to the debt.

## Account Information

| | |
|---|---|
| Property Address | 78 MILL POND RD JACKSON NJ, 08527 4892 |
| Outstanding Principal(3) | $413,449.16 |
| Deferred Balance(2) | $0.00 |
| Interest Rate | 6.375% |
| Recoverable Advances(4) | $4,683.21 |
| Prepayment Penalty | NO |

## Explanation of Amount Due(5)

| | |
|---|---|
| Principal | $666.58 |
| Interest | $1,934.96 |
| Escrow (for Taxes and Insurance) | $939.98 |
| **Regular Monthly Payment** | **$3,541.52** |
| Total Fees and Charges | $1,430.88 |
| Overdue Payment | $332,902.88 |
| **Total Amount Due** | **$337,875.28** |
| Partial Payment (Unapplied)(1) | $0.00 |

## Past Payments Breakdown

| | Paid Last Month | Paid Year-to-Date |
|---|---|---|
| Principal | $0.00 | $0.00 |
| Interest | $0.00 | $0.00 |
| Escrow (Taxes and Insurance) | $0.00 | $0.00 |
| Fees | $0.00 | $0.00 |
| Partial Payment (Unapplied)(1) | $0.00 | $0.00 |
| Recoverable Advances(4) | $0.00 | $0.00 |
| Total | $0.00 | $0.00 |

(1) **Partial Payment**: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

(2) **Deferred Balance:** The amount of your principal balance that is deferred as part of the terms of a loan modification.

(3) **Outstanding Principal:** This is your Loan balance only, not the payoff amount.

(4) **Recoverable Advances:** Disbursements for servicing-related expenses(non-escrow expenses) paid with servicer-funds rather than escrow funds which are recovered from you, the borrower.

(5) **Amount Due**: IF YOU ARE IN FORECLOSURE OR BANKRUPTCY, the amount listed here may not be the full amount necessary to bring your account current. To obtain the most up-to-date amount due information, please contact us at the number listed on this statement.

## If You Are Experiencing Financial Difficulty

If you would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area, go to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call **800-569-4287**. **Rushmore Loan Management Services** is dedicated to providing outstanding loan servicing and customer support through a commitment to uphold ethical and honest business practices. Rushmore is customer-focused, and we treat all of our customers with respect, courtesy and integrity. We understand the importance of homeownership, and we recognize that at times economic changes can make it difficult to make your mortgage payment. We encourage our customers to contact us at **888-504-7300** to discuss assistance programs we may have available for you. We also encourage you to contact us to discuss any other issues you may be having with your mortgage. We believe that open and timely communications is a key to our relationship with you.

(Keep upper portion for your records)

Please mail so that your payment reaches us by the due date.

| LOAN NUMBER | DUE DATE | AMOUNT DUE | IF REC'D AFTER THIS DATE | LATE PYMT AMOUNT |
|---|---|---|---|---|
| 7600116831 | 07/01/2016 | $337,875.28 | 07/16/2016 | $338,005.36 |

| Amount Due(5) | |
|---|---|
| **Due By 07/01/2016:** | **$337,875.28** |
| **$130.08 late fee will be charged after 07/16/2016** | |
| Additional Principal | $ |
| Additional Escrow | $ |
| **Total Amount Enclosed** | **$** |

*Sylvia Gonzalez Tobing*
*78 Mill Pond Rd*
*Jackson, NJ 08527*

*Make checks payable to:*

***Rushmore Loan Management Services LLC***
***P.O. Box 514707***
***Los Angeles, CA 90051-4707***

005128090007012016760011683100000367160000354152 1

**GET LOAN INFORMATION INSTANTLY**

Call our convenient and easy Automated Information Hotline and receive up-to-date loan information. ***JUST CALL 1-888-504-6700*** from a Touch Tone Phone. For your security, you will need to enter your loan number and the last 4 digits of your social security number when requested. Visit our website at www.rushmorelm.com.

**CUSTOMER SERVICE**
Monday – Thursday
6:00 a.m. to 7:00 p.m. Pacific Time
Friday
6:00 a.m. to 6:00 p.m. Pacific Time
Telephone (888) 504-6700
Fax (949) 453-9397

**HOME RETENTION ASSISTANCE**
Telephone (888) 504-7300
Fax (949) 341-2238

**PAYOFF STATEMENTS/INFORMATION**
Telephone (888) 504-6700
Fax (949) 453-0419

**HAZARD/HOMEOWNERS INSURANCE**
Telephone (866) 735-2998
Fax (866) 257-4121

**PROPERTY TAX INFORMATION /ASSISTANCE**
Telephone (844) 323-3780

**COLLECTION DEPARTMENT**
Telephone (888) 504-7200
Fax (949) 453-8598

**WESTERN UNION QUICK COLLECT**
Code City: RUSHMORE
Code State: CA

**WEB SERVICES**
**www.rushmorelm.com**
General Loan Information
WEB Payment
Home Retention Assistance
Frequently Asked Questions
Forms

**OVERNIGHT PAYMENT ADDRESS:**
Rushmore Loan Management Services
15480 Laguna Canyon Rd., Suite 100
Irvine, California 92618

**SEND TAX BILLS FOR ESCROWED/IMPOUNDED LOANS TO:**
Rushmore Loan Management Services
P.O. Box 961233
Ft. Worth, TX 76161-0233

**SEND INSURANCE BILLS AND POLICIES TO:**
Rushmore Loan Management Services
P.O. Box 692409
San Antonio, TX 78269-2409

**SEND CORRESPONDENCE TO:**
Rushmore Loan Management Services
Customer Service Department
P.O. Box 55004
Irvine, California 92619-5004

**SEND NOTICE OF ERROR RESOLUTION AND INFORMATION REQUEST TO:**
Rushmore Loan Management Services
Compliance Department
P.O. Box 52262
Irvine, California 92619-2262

**STANDARD FEES**
Returned Check Fee * $25.00

* Except where restricted by state law
Other Fees are listed on www.rushmore.com

**ANNUAL PRIVACY NOTICE**
Rushmore Loan Management Services LLC provides our Annual Privacy Notice on-line, at our website: www.rushmorelm. com. A copy of the notice will be mailed to customers who request one by contacting our Customer Service Department at 888-504-6700, or by sending a written request to our Customer Service Department at P.O. Box 55004, Irvine, CA 92619-5004. The information in the Notice has not changed from last year.

*Important Notice: Under the Fair Credit Reporting Act, you have the right to notify us if you believe we have reported inaccurate information about your account to any Consumer Reporting Agency. Such notices should be sent in writing and include your complete name, current address, social security number, account number, specific item of dispute and reason why you believe the information reported is in error. Send your notice to: P.O. Box 55004, Irvine, CA 92619-5004*

***Housing Counselor Resources***
*The U.S. Department of Housing and Urban Development (HUD) sponsors non-profit homeownership counseling agencies across the country. Call 800-569-4287 or visit www.hud.gov for a list of HUD-approved agencies in your area.*

## MAILING ADDRESS AND PHONE NUMBER CHANGE REQUEST

Mailing Address ______________________________

City ____________ State ____________ Zip Code ____________

Home Phone Number ____________ Business Phone Number ____________

RUSHMORE
Rushmore Loan Management Services
PO Box 52708
Irvine, CA 92619

**Visit our website at** www.rushmorelm.com
**Telephone 888-504-6700**

MORTGAGE STATEMENT
Statement Date: 06/10/2016

Account Number: 7600118831

## Transaction Activity (12/01/2015 to 06/10/2016)

| Date | Description | Principal | Interest | Escrow | Late Charge | Other | Total |
|---|---|---|---|---|---|---|---|
| 12/02 | HAZARD INS | | | -195.57 | | | -195.57 |
| 12/02 | ESCROW ADVANCE | | | 195.57 | | | 195.57 |
| 12/16 | LATE CHARGE ASSESS | | | | 130.08 | | |
| 12/22 | FLOOD INS | | | -165.55 | | | -165.55 |
| 12/22 | ESCROW ADVANCE | | | 165.55 | | | 165.55 |
| 12/30 | PROP PRESERVATION | | | | | 11.50 | 11.50 |
| 01/18 | LATE CHARGE ASSESS | | | | 130.08 | | |
| 01/20 | FLOOD INS | | | -165.55 | | | -165.55 |
| 01/20 | ESCROW ADVANCE | | | 165.55 | | | 165.55 |
| 01/28 | PROP PRESERVATION | | | | | 11.50 | 11.50 |
| 02/04 | CITY TAX PAYMENT | | | -3,204.19 | | | -3,204.19 |
| 02/04 | ESCROW ADVANCE | | | 3,204.19 | | | 3,204.19 |
| 02/05 | HAZARD INS | | | -391.14 | | | -391.14 |
| 02/05 | ESCROW ADVANCE | | | 391.14 | | | 391.14 |
| 02/16 | LATE CHARGE ASSESS | | | | 130.08 | | |
| 02/19 | PROP PRESERVATION | | | | | 100.00 | 100.00 |
| 02/19 | PROP PRESERVATION | | | | | 100.00 | 100.00 |
| 02/22 | FLOOD INS | | | -165.55 | | | -165.55 |
| 02/22 | ESCROW ADVANCE | | | 165.55 | | | 165.55 |
| 02/25 | PROP PRESERVATION | | | | | 11.50 | 11.50 |
| 03/03 | HAZARD INS | | | -195.57 | | | -195.57 |
| 03/03 | ESCROW ADVANCE | | | 195.57 | | | 195.57 |
| 03/16 | LATE CHARGE ASSESS | | | | 130.08 | | |
| 03/22 | FLOOD INS | | | -165.55 | | | -165.55 |
| 03/22 | ESCROW ADVANCE | | | 165.55 | | | 165.55 |
| 03/28 | PROP PRESERVATION | | | | | 11.50 | 11.50 |
| 04/07 | HAZARD INS | | | -195.57 | | | -195.57 |
| 04/07 | ESCROW ADVANCE | | | 195.57 | | | 195.57 |
| 04/18 | LATE CHARGE ASSESS | | | | 130.08 | | |
| 04/20 | FLOOD INS | | | -165.55 | | | -165.55 |
| 04/20 | ESCROW ADVANCE | | | 165.55 | | | 165.55 |
| 04/25 | PROP PRESERVATION | | | | | 11.50 | 11.50 |
| 05/03 | CITY TAX PAYMENT | | | -2,197.14 | | | -2,197.14 |
| 05/03 | ESCROW ADVANCE | | | 2,197.14 | | | 2,197.14 |
| 05/16 | LATE CHARGE ASSESS | | | | 130.08 | | |
| 05/20 | FLOOD INS | | | -165.55 | | | -165.55 |
| 05/20 | ESCROW ADVANCE | | | 165.55 | | | 165.55 |
| 05/24 | PROP PRESERVATION | | | | | 11.50 | 11.50 |

## **Delinquency Notice**

**You are late on your mortgage payments.** Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of 06/10/2016, you are 2839 days delinquent on your mortgage loan, dating to 09/01/2008.

Recent Account History

- Payment due 06/01/16: Unpaid balance of $3,541.52
- Payment due 05/01/16: Unpaid balance of $3,541.52
- Payment due 04/01/16: Unpaid balance of $3,541.52
- Payment due 03/01/16: Unpaid balance of $3,541.52
- Payment due 02/01/16: Unpaid balance of $3,541.52
- Payment due 01/01/16: Unpaid balance of $3,541.52
- Payment due 12/01/15: Unpaid balance of $3,541.52
- Payment due 11/01/15: Unpaid balance of $3,541.52
- Payment due 10/01/15: Unpaid balance of $3,541.52
- Payment due 09/01/15: Unpaid balance of $3,541.52
- Payment due 08/01/15: Unpaid balance of $3,541.52
- Payment due 07/01/15: Unpaid balance of $3,541.52
- **Total: $337,875.28 due. You must pay this amount to bring your loan current.** **IF YOU ARE IN FORECLOSURE OR BANKRUPTCY,** the amount listed here may not be the full amount necessary to bring your account current. To obtain the most up-to-date amount due information, please contact us at the number listed on this Statement.

## Your loan is in Foreclosure

The Date of the First Notice of Filing is 10/03/2014.

12807

**If You Are Experiencing Financial Difficulty**

If you would like counseling or assistance, you can contact the **U.S. Department of Housing and Urban Development (HUD)**. For a list of homeownership counselors or counseling organizations in your area, go to **http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 800-569-4287**. We also encourage you to contact **Rushmore Loan Management Services** at **888-504-7300** to discuss assistance programs we may have available for you.